

MEMORANDUM OF AGREEMENT

between the

STATE OF UTAH
HIGH-LEVEL NUCLEAR WASTE OFFICE

and the

STATE OF UTAH
DIVISION OF OIL, GAS & MINING

THIS MEMORANDUM OF AGREEMENT is between the State of Utah High-Level Nuclear Waste Office (hereinafter, OFFICE) and the Utah Division of Oil, Gas & Mining (hereinafter, AGENCY) to provide for the review by the AGENCY of the final environmental assessment for the Davis Canyon repository site.

The AGENCY and the OFFICE agree that the AGENCY will perform the assistance described below in accordance with the terms and conditions of this Agreement.

1. AGENCY Responsibilities

A. Provide the services of AGENCY personnel to review agency staff comment reports and the manner of inclusion of such reported information in the State comment document to DOE. This review will incorporate the following:

i. the categorization of comments that were developed as relating to either

a) sufficiency of the identification of environmental and socioeconomic impacts from site characterization activities and repository development contained in chapters 4 and 5 of the draft environmental assessments; or

b) sufficiency of the application of the repository site selection guidelines (10 CFR Part 960).

ii. the subcategorization of the environmental and socioeconomic impact comments as follows:

a) errors accrued in data gathering, computation, drawing conclusions, and model selection and accrued through disregarding available data;

b) significant inconsistencies between sections within the EA;

c) failure to perform necessary investigations;

d) unprofessional procedures in data gathering and analysis;

e) significant conclusory statements (i.e., those unsupported by rationale within the text of the EA); and

f) failure to account for cumulative and synergistic impacts.

iii. the subcategorization of comments related to the application of the site selection guidelines (10 CFR Part 960), in the same manner as that of the environmental and socioeconomic impact comments, but with the following additional subcategories:

a) misinterpretation or misapplication of the guidelines; and

b) failure to make conservative, realistic assumptions in the application of the guidelines in the absence of necessary data.

B. Provide comment categorization document to the OFFICE.

2. OFFICE Responsibilities

A. Direct and coordinate the above review pursuant to this Agreement. The OFFICE will designate Jack Wittman to serve as the primary contact for the AGENCY.

B. Upon receipt of a proper request for reimbursement, the OFFICE will reimburse the AGENCY for costs incurred in accordance with the attached budget up to \$1,000.00.

3. Special Conditions

a. No report will be considered final until reviewed and approved by the HLNW Office.

b. None of the work or services specified by this Agreement shall be subcontracted or assigned to a non-state entity or individual without the prior written approval of the OFFICE.

c. The AGENCY shall request prior approval from the OFFICE for budget revisions whenever the revision results from a change in the scope of work or a change in the hourly rate for personnel costs.

d. There will be no expenditure of funds under this Agreement for the purchase of furniture or equipment without the prior written approval of the OFFICE.

4. Deliverables

The following items will be delivered to the HLNW Office in accordance with the following schedule:

5-30-84 A final comment categorization report.

Five weeks after issuance of final EA: A final review of the EA.

5. Publication, Reproduction and Use of Materials

No material produced in whole or in part under this Agreement shall be subject to copyright. The OFFICE shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

6. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this Agreement, the AGENCY shall refer the discovery or invention to the OFFICE which will determine the action appropriate to protect the public interest.

7. Audits and Inspections

At any time during normal business hours and as often as the OFFICE, the State Auditor, the State Auditor General, the United States Inspector General or the United States Department of Energy may deem necessary, the AGENCY shall upon request make its records regarding matters covered by this Agreement available for examination to the above-referenced entities and shall permit these entities to audit, examine and make excerpts or transcripts from such records subject to any lawful restrictions as to the disclosure and use of such information. "Records" shall include all contracts, invoices, materials, payrolls, records of personnel conditions or employment, and other data relating to any matter covered by this Agreement.

8. Compliance Criteria

The AGENCY assures and certifies that with respect to the Agreement:

A. It possesses legal authority to enter into this Agreement, and that, where required, the AGENCY's governing body has duly authorized the signing of the Agreement, including all understandings and assurances contained therein, and has directed and authorized the person identified as the official representative of the AGENCY to act in connection with this Agreement and to provide such additional information as may be required.

B. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). In accordance with the Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the AGENCY receives public funding.

9. Modification of Agreement

This Agreement may be modified upon agreement of both the OFFICE and AGENCY.

10. Termination of Agreement

The OFFICE may terminate this Agreement in whole or in part if it determines that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds. The OFFICE shall notify the AGENCY of the termination conditions, including the effective date thereof and, in the case of partial terminations, that portion to be terminated. The AGENCY shall not incur any new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The OFFICE, as permitted by law, shall allow full credit to the AGENCY for those costs properly incurred by the AGENCY prior to the effective date of termination.

11. Effective Dates

This Agreement shall be effective from _____, 1986 through _____, 1986.

Ut High-Level Nuclear Waste Office

Ut Division of Oil, Gas & Mining

Division of Finance

Dee C. Hansen, Executive Director
Department of Natural Resources

Approved as to Form:

Barbara W. Roberts
Assistant Attorney General
